

EXHIBIT B

MEMORANDUM OF AGREEMENT (MOA) FOR THE EMERGENCY FOOD ASSISTANT PROGRAM (TEFAP)

- A. This Agreement is made between _____, Recipient Agency (hereinafter referred to as "RA") and,

Name: _____

Mailing Address: _____

Food Outlet: _____

Address: _____

City: _____

Contact Person: _____

____ Soup Kitchen ____ Pantry ____ Both
(Hereinafter referred to as Food Outlet)
Initial: _____/_____

- B. This agreement shall become effective on _____, and in absence of prior notification of termination, shall terminate on _____. Either party may terminate the agreement with a ten (10) day written notice. Initial: _____/_____
- C. If this agreement is not renewed, prior to the expiration of the current agreement, all USDA food products must be immediately surrendered to the RA. Initial: _____/_____
- D. The Food Outlet certifies that it is either a public or a non-profit organization, and if so requested, will submit certification of status. Initial: _____/_____
- E. Family and Social Services Administration, Division of Family and Children, Housing and Community Services Section (hereinafter referred to as HCSS), acting as an agent of the United States Department of Agriculture (hereinafter referred to as USDA), will provide USDA food products at periodic intervals to the RA. The RA will then provide food products to the above named Food Outlet. Initial: _____/_____
- F. The Food Outlet shall not charge any fees or require membership as a condition for receipt of food products (USDA and/or non-USDA items). Food Share fees are allowable for non-USDA food products. This agreement prohibits the requirement of membership in any organization (church, political, fraternal, union, block club, etc.), or attendance of same, as a requisite for receipt of any food products. Initial: _____/_____
- G. There will be **NO** repackaging of **any USDA food products or non-USDA food products**, at the above named Food Outlet or off premises without **written approval** from USDA, local and/or state health department, and HCSS. Initial: _____/_____
- H. The above named Food Outlet shall not distribute any food products to non-profit school lunch programs, non-profit summer camps for children, other child nutrition programs (excluding Kids Café Programs) **Further**, the Food Outlet shall not distribute any food products to nutrition projects operating under authority of the Older American Act of 1965,

- I. hospitals, or any other group-home care facility providing meals for residents. Initial: _____/_____
- J. The Food Outlet shall abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, The Americans With Disabilities Act, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and all other federal and state laws, regulations, or orders. In accordance with federal law and USDA policy, this institution is prohibited from discrimination in all its programs and activities on the race, color, religion, sex, age, disability, national origin, or ancestry. This food outlet will provide to an individual(s) the information to file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington DC 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. Initial: _____/_____
- K. The sale, exchange, or use of any USDA food products for personal gain, or use as a means to further the political interest of any individual or party, or any other form of fraud or abuse is subject to federal and state prosecution. Initial: _____/_____
- L. The Food Outlet agrees to post the "Justice for All" poster, income guidelines for eligibility for this program, the amount of items available, and any other pertinent information where recipient(s) gather. Initial: _____/_____
- M. The Food Outlet agrees it will publicize within its designated service area the operational hours the outlet is open to alert potential participants of the availability of food products. Methods to publicize the site's operational hours include, but are not limited to, placing notices in local newspapers, posters, pamphlets, or help lines. The Food Outlet agrees it will keep the RA current of its regularly scheduled hours of operation. Initial: _____/_____
- N. The Food Outlet shall disperse food a minimum of every thirty days (more often is preferred), including all food products and non-food products, until all food products are depleted, or until there are no recipients to be served. This will include the required 50% match for a greater array of items available Initial: _____/_____
- O. The RA does not guarantee the quality or condition of food products provided to the Food Outlets. The Food Outlet shall release USDA, HCSS, and the RA from any liability for losses, damages, illnesses, or injuries resulting from distribution of food products. Initial: _____/_____
- P. When physical delivery of food products is taken, the Food Outlet shall assume liability for the safekeeping of the food products until the food products are released to eligible recipients. This liability shall be limited to improper distribution or use, and loss or damage caused by failure to provide proper storage, care, and handling. At the option of HCSS, the Food Outlet shall be required to replace the donated food in kind, or pay to HCSS the value of the donated food, as determined by USDA. Losses must be immediately reported to the RA. _____RA _____ Food Outlet Initial: _____/_____
- Q. Who is the carrier of insurance on the USDA food products? _____RA _____ Food Outlet Initial: _____/_____
- R. The Food Outlet agrees to adhere to HCSS's Income Eligibility Guidelines that are issued every April 1 as the basis for determination of eligible households. The Federal Poverty Guideline that is used for TEFAP is 165%. Initial: _____/_____

- S. The Food Outlet agrees that only self-declaration of income is used for TEFAP. No other forms for identification, income, or referrals will be allowed for the receipt of food. Social Security Numbers cannot be used for any purpose. Initial: _____/_____
- T. The Food Outlet shall have a secure and adequate facility for proper storage and distribution capacity for all food products received under this MOA. Temperature readings of storage facilities will be taken, at least weekly, and a temperature log will be maintained in keeping with the higher of state or local health department standards.
Initial: _____/_____

The Food Outlet will assure that all food products are held in a secure, adequate, and proper storage facility prior to distribution. Storage is to be rodent and insect free.

- ✓ Foods not requiring refrigeration are to be stored at maintained temperatures of 35° F to 75° F. A thermometer is required and must be in the storage area.
 - ✓ Foods requiring refrigeration are to be stored at maintained temperatures of 35° F to 40° F.
 - ✓ A thermometer is required in all refrigeration areas.
 - ✓ Foods that require freezing must be stored at maintained temperatures of 0° F or colder. A thermometer is required in all freezers. Initial: _____/_____
- U. This Food Outlet agrees that representatives of USDA, HCSS, RA, or any agency designated by HCSS may visit to observe food distribution to recipients, to examine food pantries, soup kitchens, or homeless shelters, storage facilities, food products in storage, physical count of food products, as well as, pertinent records. Visits may be made at any reasonable time during normal working hours. Initial: _____/_____
- V. The Food Outlet shall collect such operations records as necessary for USDA, HCSS and the RA to monitor services provided under this agreement. If the Food Outlet utilizes volunteers to assist in the distributing food products, all volunteers will be properly trained on the completion of all records and forms. This record keeping must include:
1. Number of signatures of clients receiving food products for household use; and
 2. The total number of meals served each month by one of the following,
 - a. Plate count __
 - b. Head count __Initial: _____/_____
- W. The Food Outlet records identified above shall be submitted to the RA every __30days, __ 60 days, or __ 90 days by one of the following __ telephone, __written report, __e-mail.
Initial: _____/_____

An Inventory Report should be submitted to the RA by the 30th of the month every __30 days, __ 60 days, or __ 90 days by one of the following __telephone, __ written report __ or email. Initial: _____/_____

The RA, acting as an agent of HCSS, shall supply the Food Outlet with all the necessary reporting forms for receipt of food products. The Food Outlet shall permit USDA, HCSS, RA representatives to inspect its facilities, records, USDA food products, purchased or donated food products and non-food items for the 50% match and copy records at any reasonable time. The Food Outlet shall submit records, as requested, by RA, USDA, or HCSS. Announcements of such visits do not require advance notice. All notices required or needed by either party shall be sent to the following respective addresses: Initial: _____/_____

RA

FOOD OUTLET

Initial: ____/____

X. The RA and the Food Outlet agree to cooperate with HCSS in the investigation of all complaints received in connection with food products. The RA and the Food Outlet agree to correct any irregularities that are disclosed. The RA and the Food Outlet shall report promptly, first by phone and then in writing, to HCSS detailing the complaints, and all corrective measures taken. If any irregularities are deemed critical, the RA and/or HCSS may immediately remove all USDA food products with only verbal notification. Initial: ____/____

Y. The Food Outlet agrees to post USDA/HCSS approved posters and allocation for household sizes, in places where clients receiving food products or meals can easily read the information. Initial: ____/____

Z. All food pantries will be client choice for all USDA food products, all non-USDA food products and all non-food items. Initial: ____/____

AA. The Food Outlet agrees to adhere to all the rules and policies in the TEFAP Manual and/or Policy Memorandums. Initial: ____/____

RA _____ **FOOD OUTLET** _____

SIGNATURE _____ **SIGNATURE** _____

TITLE _____ **TITLE** _____

DATE _____ **DATE** _____